

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SOUTHERN WORCESTER COUNTY REGIONAL
VOCATIONAL SCHOOL DISTRICT COMMITTEE**

AND

**BAY PATH TEACHERS ASSOCIATION
(PARAPROFESSIONALS)**

**JULY 1, 2022
TO
JUNE 30, 2025**

carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies and to add to or modify as management deems appropriate; to dismiss, demote, suspend or discipline bargaining unit members; to require an employee to participate in a fitness for duty examination; and, to require the cooperation of all employees in disciplinary investigations.

- C. The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to any further bargaining obligation.
- D. The District retains the discretion to determine when non-bargaining unit personnel will be used, however the use of outside personnel would be rare and based on the specific needs of the District such as the need for specialized qualifications not possessed within the unit, a short-term need, or one that cannot be readily met in the unit or by hiring. District reserves the right to determine that student needs would be better met by hiring an additional teacher in lieu of a paraprofessional, and a recognition that much of the work performed by unit members is shared work.

ARTICLE 3 **GRIEVANCE PROCEDURE**

- A. The term "grievance", for the purpose of this Agreement, shall mean a claimed violation of a specific provision of this Agreement.
- B. The parties are encouraged to engage in informal resolution of disputes by discussing the dispute with the appropriate manager or administrator prior to filing a grievance.
- C. All grievances will be submitted in writing and shall specify:
 1. particular contract article and section alleged to have been violated;
 2. a summary of facts supporting each alleged violation.
 3. date each act or omission violating the Agreement is alleged to have occurred; and
 4. remedy sought for each alleged contract violation.
- D. In general, non-disciplinary letters issued by the School District are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within fourteen (14) calendar days of the date that the letter is received.
- E. The following matters shall not be subject to grievance arbitration under this Agreement:
 1. reassignment within the same job classification for non-disciplinary reasons; and
 2. any incident which occurred or failed to occur prior to the effective date of this Agreement.

school breaks but reasonable extensions of timelines falling during such breaks will be liberally granted.

H. Arbitration

1. Within ten (10) calendar days after the Step 3 response, or the date it was due, the Association may invoke arbitration by filing a demand with the American Arbitration Association, with a copy to the District. If the demand is not timely filed in accordance with this provision, the matter shall be considered settled on the basis of the decision last issued by the District.
2. The American Arbitration Association shall be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules. Expenses for the arbitrator's services shall be shared equally by both parties. Unless otherwise agreed by the parties, the hearing locale shall be the Bay Path Regional Vocational High School.
3. The arbitrator shall have the authority to settle only grievances defined herein. The arbitrator shall be empowered to decide matters of procedural arbitrability and may be asked to make preliminary determinations of substantive arbitrability, provided that the parties retain the right to have substantive arbitrability determined by a court. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.
4. The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. The decision of the arbitrator shall be final and binding on both parties.
5. Should an employee elect to pursue any statutory arbitration remedy regarding a suspension, including arbitration under M.G.L. c. 71, §42D, such arbitration shall be subject to the standards set forth in this Agreement. In no event shall there be more than one arbitration proceeding relating to the same transaction or occurrence.

ARTICLE 4 **PERSONNEL FILES**

- A. The School District shall comply with the Personnel Records Statute, M.G.L. c.149, §52C prior to placing any documentation in an employee's personnel file. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its content, but merely signifies that the employee has read the material to be filed.
- B. The employee shall have the right to file a response to any material put in his/her personnel file. The response shall also be included in the personnel file.

D. Meetings

If the District requires attendance at before or after school meetings, employees shall be compensated at their regular rates of pay. The District will provide the opportunity for paid attendance for two paraprofessionals who attend the monthly faculty meetings and share the information received with the other paraprofessionals.

ARTICLE 6
JOB POSTING AND JOB DESCRIPTIONS

- A. The District shall post all vacancies for a minimum of seven (7) calendar days with the salary, job duties, qualifications, and schedule. Postings may be done electronically. The District shall send a notification to all unit employees via email whenever such a posting is made.
- B. The District shall fill vacancies by assigning the best qualified candidate, in the District's judgement. In exercising its discretion to determine qualifications, the District will consider relevant factors, such as prior experience, areas of competence, prior training, quality of prior performance, best interests of students, and other considerations that the District deems relevant. If the District determines that two or more internal candidates are best qualified for the vacancy, and that their qualifications are equal, the District shall select by seniority as the tiebreaker.
- C. A vacancy is defined as an existing or newly created position within the bargaining unit that the District desires to fill. The District reserves the right to fill a vacancy with an external candidate, if there is not a better qualified internal candidate.
- D. The District may amend job descriptions from time to time to reflect changing job duties and requirements. The Association and affected employees will be included in the process for revising job descriptions.
- E. If the District assigns unit members to paid duty assignments, those assignments will be filled by providing reasonable notice to unit members, and applying the standards set forth in Section B of this Article, except that if the need is immediate or in other exigent circumstances the District will fill the assignment in its discretion.

ARTICLE 7
REDUCTION IN FORCE AND RECALL

- A. When, in the District's judgment, it is necessary to reduce and/or lay off employees, the District shall consider ability, experience, qualifications and work performance, in determining which employees will be retained in the positions that remain. Qualifications shall be determined by the District and shall include education, certifications and licenses, language skills and relevant training. Where such factors are equal, seniority shall be the tiebreaker. In the event that layoffs are considered the District shall notify the Association at least 30 days in advance in

2. Sick leave abuse is suspected;
 3. The employee in on an extended medical leave; and/or
 4. A request for medical certification is contemplated by statute (e.g., FMLA).
- G. Independent Medical Examination. In cases where: (1) the employee has been on extended medical leave; (2) the District reasonably suspects sick leave abuse; or, (3) where the District has reason to question the employee's fitness for duty, the District may require an employee to be examined at the school district's expense by a doctor of the district's choosing. If the District's physician determines that the employee is not disabled from working, then the District may direct the employee to return to work. An employee who fails to return to work after being so directed shall not be entitled to collect any further sick pay from any source, and shall be considered to have abandoned his/her employment. If the employee's physician disagrees with the District's physician, then the employee's physician will have a reasonable opportunity to consult with the School District's physician. Upon the request of the Superintendent, medical documentation shall state the specific restrictions, a prognosis and date of expected return to work.
- H. Sick Leave Buyback
 After 10 years of service to the District an eligible employee shall be paid based on accrued unused sick days at the time of death or retirement at the rate of \$55 per day up to a maximum of 180 days. Eligibility criteria:
1. The employee must be an active employee of the District immediately prior to retirement or death.
 2. In the case of retirement, the employee must provide notice prior to the year of retirement, must retire at the end of the school year, and must be leaving employment to receive a retirement benefit from the applicable state or local retirement system.
 3. The employee must have completed at least 10 years of service in the bargaining unit.
 4. The employee must have at least 50 sick days accumulated at the time of retirement or death.
 5. If the employee retires under circumstances that make it impossible to give the required notice under this provision, the employee or the employee's estate will be able to receive the payment, however, the District shall have the option of deferring the buyback payment to a subsequent year. Otherwise, unit members shall receive reimbursement under this provision no later than July 31 of the year of retirement.
- I. Sick Leave Abuse. In an effort to control improper or excessive use of sick leave, the Superintendent may designate certain individuals as "Suspected Sick Leave Abusers" (SSLA). This designation shall be made in the Superintendent's discretion exercised in accordance with the guidelines set forth in this section, and shall entitle the Superintendent to invoke certain remedies with respect to these individuals. This provision is not exclusive means for the District to combat sick leave abuse, and the District's failure to designate an individual as an SSLA shall not prevent the District from taking direct disciplinary action in cases of sick leave abuse.

- iii. Requiring that the employee remain at home during any subsequent sick day, unless he/she has called in to let the Administration know of his/her whereabouts; or
- iv. Imposing other discipline (e.g., suspension or discharge).

J. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide extended sick leave days to any employee who has exhausted their sick leave and who is a member of the Sick Leave Bank pursuant to Paragraph 2, below. A member may access the Sick Leave Bank for absences due to or resulting from an extended and/or serious injury, illness, or disability only when the member has utilized a minimum of 10 days of their own sick leave and has been off the payroll for three (3) days. Determinations under this Article to provide available benefit days shall not interfere with the District's managerial authority to administer the use of the sick leave benefit and make determinations regarding whether such use is appropriate.
2. To join the Sick Leave Bank an employee must contribute one (1) day of sick leave by October 15 of the year they join and may contribute up to three (3) days of their accumulated sick leave to the bank. To remain a member of the bank an employee must donate at least one day when the Bank requests additional donations to replenish the bank as detailed below. During the inaugural year of the sick bank (FY23) the BPTA may solicit voluntary sick day donations of 1 to 3 days from any teacher wishing to donate their leave.
3. The sick leave bank will be administered by a Sick Leave Bank Committee of four persons, two members selected by the Superintendent-Director, and two members selected by the Association. In acting upon requests for sick days from the Sick Leave Bank, the Sick Leave Bank Committee shall utilize the following criteria:
 - i. Adequate medical evidence;
 - ii. Prior utilization of sick leave and/or the Sick Leave Bank;
 - iii. Reasons for and propriety of prior use of sick leave; and
 - iv. The member's intent to return to service at Bay Path.
4. The Sick Leave Bank Committee may approve a request for the use of sick leave bank days in increments of 15 days per request. The total grant of sick leave bank days shall not exceed 60 days in a three-year period. A request for the use of sick bank days must be accompanied by an application and medical documentation. Any requests for an extension of sick leave bank benefits must be accompanied by a new application and updated medical documentation. Any days granted to a member of the bank but unused shall return to the bank. Unused sick days in the bank shall be carried over from year to year.
5. In order for a member to be eligible for sick leave bank benefits in a successive school year, they must return to work for a period of time at least as long as the period for which they received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, a school districting an employee's child to routine medical or dental appointments, or a school districting an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
4. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, the employee's right to return to the same or similar position is protected, as further detailed in the statute.
5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the School District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The School District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

D. Parental Leave

1. Medical leaves connected to childbirth will be administered in accordance with Section C (above) and the statutes referenced there.
2. Non-birthing parents are entitled to unpaid FMLA/MPLA leaves pursuant to Section 9, except that a non-birthing parent may be paid upon request for up to 10 consecutive workdays of such leave, and such time shall be deducted from available sick leave. (An employee may not be paid unless time is available).
3. Employees may extend statutory leaves with unpaid leaves of up to a total of two school years to care for newborn or newly adopted children, provided that the leave must end at

DRUG AND ALCOHOL POLICY

- A. The District and the Association acknowledge the strong commitment of the District to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The District and the Association further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow employees and to students and impair their own health and safety.
- B. The following conduct shall constitute offenses under this section:
1. The possession, use, transfer, manufacture, or sale of any illegal drug (excluding marijuana) at any time.
 2. The possession or use of alcohol or marijuana during working hours, or at any District events involving students.
 3. Reporting to work after consuming or impaired by drugs or alcohol. Work includes off hours events for which the employee is receiving a stipend payment or where the employee has specific responsibilities as part of the job.
 4. Providing drugs or alcohol to minors.
- C. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by applicable laws or regulations. Included among those drugs are cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.
- D. An employee who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Employees must advise the District if any medication is likely to have an impact on the safe and efficient performance of the job. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs. In no event shall employees be allowed to work under the influence of alcohol or marijuana.
- E. The District has the right to search for alcohol or drugs on District property and workspaces, including but not limited to desks, closets, file cabinets, toolboxes, lockers, and District owned vehicles.
- F. Any bargaining unit member who violates the drug and alcohol policy may be subject to disciplinary action up to and including dismissal. The District may, in its sole discretion, retain an employee who has violated this section. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing. If the employee fails to comply with the conditions of continued employment, the employee may be dismissed in accordance with the provisions of this agreement.

- B. **Other Insurance Benefits.** The District will make available Dental Insurance, Life Insurance, and Long-Term Disability Insurance at employee cost, on the same terms and conditions as other unionized employees.

ARTICLE 14 **COMPENSATION**

- A. **Wages.** Employees shall be paid in accordance with the wage schedules set forth in Appendix A.

B. **Salary Scale Regulations.**

1. The Superintendent reserves the right to place new unit members on the step that in his/her sole discretion reflects the new unit member's previous experience.
2. Lateral movement on the pay schedule will be made on the first day of school of each school year. In order to qualify for a lateral movement on the pay schedule, a unit member must notify the Superintendent's Office prior to January 1 of the preceding school year of his/her eligibility to move. Evidence of eligibility must be provided prior to the start of the school year in order to receive the salary increase. No lateral increases are made retroactively or during the school year.
3. All unit members choosing to participate in one of the District's health insurance plans agree to have their share of the premium cost deducted from 22 payments.

- C. **Method and Timing of Payment.** Employees shall be required to enroll in direct deposit to a bank of their choosing and shall be paid bi-weekly over the course of the school year. Employees may elect to be paid based on an estimate of the employee's annual pay: (a) in 22 equal pay checks during the work year; or (b) in 22 pay checks (based on 26 pay periods) plus a lump sum pay representing the 4 summer checks paid at or near the end of the school year. In either case, the District will estimate annual salary to determine the amount of the equal paychecks and may be required to adjust checks to ensure payment of the proper amount. In addition, adjustments will be made to account for unpaid days, overtime work, and other similar contingencies. The election between the two pay methods must be made in writing by January 31 preceding the start of the school year and is irrevocable until the following school year. If no election is made, the previous election will be continued.

- D. **Mileage.** Employees will receive reimbursement for mileage at the IRS rate for pre-approved travel in their personally owned vehicle.

- E. **Deferred Compensation.** Employees may direct a portion of their pay to be electronically deposited into a retirement account with one of a limited number of companies, such companies to be approved by the School Committee.

F. **Holidays.**

1. Full time employees shall be eligible for the following holidays that fall during their regularly scheduled work year: Labor Day, Columbus Day, Veteran's Day, Thanksgiving

I. Substitute Pay

Paraprofessionals are expected to manage the classroom if the teacher leaves the room for any reason. In cases where the Paraprofessional is assigned as a substitute for one or more full class periods, compensation shall be paid in the amount of \$15 per period. For the purposes of this provision, service as a substitute for the equivalent of more than one-half of a period will be rounded up to the nearest whole number to determine the number of periods compensated.

- J.** The District will reimburse employees for the fee charged by the licensing authority for any industry specific license that: (1) the employee is required to possess by law or based upon the District's job description as a condition of employment; or (2) that the District's job description for the position lists as a "preferred" qualification.
- K.** The District will provide employees with their accrued benefit balances quarterly.

ARTICLE 15
STABILITY OF AGREEMENT

- A.** No agreements, practices, benefits, privileges, or understandings, oral or written, benefiting an employee or the employees covered by this Agreement, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.
- B.** The failure of the District or the Association to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such term or condition and the obligation of the District or the Association to such future performance shall continue in full force and effect.
- C.** No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Association and the School District.
- D.** Should any provision of this agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in effect.

ARTICLE 16
ENTIRE AGREEMENT

- A.** This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

be ceased as soon as practicable after an employee notifies the District in writing that s/he no longer consents to the deduction.

- D. **List of Members.** The District shall supply the Association an annual list of bargaining unit members, including name, address and current assignment by November 15 of each year.

ARTICLE 19 **EVALUATIONS**

The District shall have the right to implement and periodically amend an evaluation system including procedures and an instrument, in consultation with the Association.

ARTICLE 20 **PROFESSIONAL DEVELOPMENT**

- A. Paraprofessionals will receive their hourly pay while in attendance at workshops or professional days if their attendance is required by the District or has been requested in advance and approved. Paraprofessionals will receive paid professional development on the same days that teachers have professional development.
- B. Each Paraprofessional may be reimbursed up to \$1050 annually for successful completion of job-related courses with a grade of B or better. In order to be eligible, the Paraprofessional must obtain prior written approval of the Superintendent who shall determine which courses, if any, are job related. The Superintendent's judgement shall be final and not subject to the grievance procedure.
- C. The District may recoup course reimbursement money paid to the Paraprofessional in the event the Paraprofessional terminates employment prior to the end of the school year in which the professional development funds are earned or paid. Any such sums paid during the year of termination shall be deducted from the paraprofessional's final pays.
- D. Employees may request a day off with pay to take the MTEL or VTEL examination. The Superintendent-Director or designee shall have the discretion to deny such time off if granting the time would not be in the best interests of the District in the judgement of the Superintendent-Director or designee.

ARTICLE 21 **ASSAULTS ON STAFF**

In the event that an employee is assaulted on the job resulting in lost time that is compensable by Workers Compensation, the District will restore to the employee's account the up to 5 sick days expended during the waiting period.

ARTICLE 22 **DURATION**

APPENDIX A

Pay scales

FY23	+\$1.50	
Step	Base/Assoc	BA/BS/DESE Lic
1	\$19.12	\$20.32
2	\$20.00	\$21.36
3	\$20.89	\$22.41
4	\$21.78	\$23.46
5	\$22.68	\$24.50
6	\$23.56	\$25.55

FY24	+\$1.00	
Step	Base/Assoc	BA/BS/DESE Lic
1	\$20.12	\$21.32
2	\$21.00	\$22.36
3	\$21.89	\$23.41
4	\$22.78	\$24.46
5	\$23.68	\$25.50
6	\$24.56	\$26.55

FY25	2%	
Step	Base/Assoc	BA/BS/DESE Lic
1	\$20.52	\$21.75
2	\$21.42	\$22.81
3	\$22.33	\$23.88
4	\$23.24	\$24.95
5	\$24.15	\$26.01
6	\$25.05	\$27.08